

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION**

AMERICAN GENERAL LIFE INSURANCE
COMPANY,

Case No. 10-C-0279

Plaintiff,

v.

CAROL SKINNER, individually and as Personal
Representative of the ESTATE OF RICHARD D.
BOSTWICK, MARY HAMMER OF
PROFESSIONAL GUARDIANSHIPS, INC.
as guardian of HOLLY BOSTWICK, a minor,
THOMAS WALSH as guardian *ad litem* of HOLLY
BOSTWICK, a minor, and LEWIS MURRAY, as
Personal Representative of the ESTATE OF BARBARA
K. BOSTWICK,

Defendants.

AMENDED FINAL DECREE OF INTERPLEADER

This cause coming before the Court on the Unopposed Motion of the Stakeholder American General Life Insurance Company (“American General”), for its entry of a Final Decree of Interpleader, due notice having been given and the Court being fully advised on the premises:

This Court finds as follows:

1. Richard D. Bostwick was insured under life insurance Policy Number Policy, No.: YMD7008671 (“the Policy”) with American General.
2. Under the terms of Policy # YMD7008671, and on account of the death of the Insured named under the policy, American General became obligated to pay the sums under the policy in the amount of \$250,000.00 (the “Proceeds”).

3. The Estate of Richard D. Bostwick, Carol Skinner individually, Mary Hammer as guardian of Holly Bostwick, a minor, Thomas Walsh, as guardian *ad litem* of Holly Bostwick, a minor, and the Estate of Barbara K. Bostwick have asserted competing claims to the Proceeds of the Policy.

4. American General is ready, willing, and hereby offers to pay the Policy in the amount of \$250,000 plus applicable interest into the registry of the Court.

5. American General is entitled to the interpleader relief sought in its Unopposed Motion for Entry of a Final Decree of Interpleader.

IT IS HEREBY ORDERED that:

1. American General is granted leave to deposit with the Clerk of the Court \$250,000 plus applicable interest.

2. American General is discharged of and from any and all liability arising out of the Policy and on account of the death of Richard D. Bostwick, having deposited its admitted, full and total liability with the Clerk of the Court.

3. The Claimants and all parties in this case and each of them, are currently and perpetually restrained and enjoined from instituting or prosecuting any proceedings against American General, in any state or any United States Courts or Administrative Tribunal, in any way relating to the Policies or the subject Proceeds. Said injunction shall issue without bond or surety.

4. All liens against the Proceeds of the Policies asserted against American General by or on behalf of the Claimants or any other party in this case, including any and all attorneys' liens, costs, fees and charges are hereby resolved and of no force or effect.

5. American General is further excused from further attendance in this cause and/or dismissed with prejudice and the remaining Claimants and other parties to this case, and each of them, shall litigate their claims and contentions regarding the subject Proceeds without further involving American General.

6. The Court is to deposit the funds received in an interest-bearing account.

Dated this 6th day of July, 2010.

BY THE COURT:

s/ William C. Griesbach

William C. Griesbach

U.S. District Judge